

sagro

INFRA, MILIEU EN SLOOP



GENERAL TERMS AND CONDITIONS OF SALE AND EXECUTION

October 2018

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A: General

Article 1 Definitions

In these General Terms and Conditions of Sale and Execution, the meaning of the following terms is given hereunder, unless explicitly stated otherwise:

1. General Terms and Conditions of Sale and Execution: Sagro's General Terms and Conditions of Sale and Execution;
2. Goods: property and rights to property and all work and services related to the delivery of this property or rights to this property;
3. Project: a service to be carried out, or an outcome to be achieved, pursuant to the agreement;
4. Client: the natural or legal person to whom Sagro sells and delivers Goods, for whom Sagro performs an assignment, or with whom Sagro enters into an agreement or with whom Sagro is discussing or negotiating the conclusion of an agreement;
5. Contractor: Sagro Holding Zeeland B.V. or one or more of its affiliated operating companies;
6. Agreement: the agreement between the Client and the Contractor for the execution of the Project and/or the delivery of Goods and/or services to which these General Terms and Conditions of Sale and Execution have been declared applicable;
7. Parties or Party: Client and Contractor together or one of them separately;
8. Personal data: all information about an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by means of an identifier such as a name, an identification number, location data, an online identifier or one or more elements characterising the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
9. Sagro: the user of these General Terms and Conditions of Sale and Execution, namely: Sagro Holding Zeeland B.V. having its registered office at Heinkenszandseweg 22 (4453 VG) in 's-Heerenhoek, registered in the trade register of the Chamber of Commerce under number 22017483, and all companies directly or indirectly associated with it, including but not limited to: Sagro Aannemingsmaatschappij Zeeland B.V., Sagro Materieel B.V., Kole Transport B.V., Sagro Zeeuws Vlaanderen B.V., Zeecom B.V., Kraay B.V., Sagro Milieu Advies Zeeland B.V., Innovarec B.V., Combinatie Slib Innovatie B.V., Aannemingsbedrijf De Bokx B.V., Sagro Demolition Projects B.V. and Sagro Decom B.V. also called "Contractor";
10. In writing: by letter, fax or e-mail;
11. Processing of personal data: any operation or set of operations which is performed upon personal data or set of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment

or combination, blocking, erasure or destruction of data.

12. Project: the execution of work and/or services, not being an employment contract.

Article 2 Applicability

1. These General Terms and Conditions of Sale and Execution apply to every Agreement in which Sagro is involved.
2. Deviations from the provisions of these General Terms and Conditions of Sale and Execution shall only be valid if and insofar as the Parties have explicitly agreed these deviations in writing.
3. The Contractor expressly rejects any other general terms and conditions (under any other name whatsoever), even in the event of any previous reference by the Client to such terms and conditions.
4. If one or more provisions of these General Terms and Conditions of Sale and Execution should prove to be null and void or otherwise be declared non-binding, this shall not affect the validity and applicability of the other provisions of these General Terms and Conditions of Sale and Execution. The Contractor and the Client will then seek a solution in mutual consultation that is as consistent as possible with the content of the provision declared null and void or non-binding.
5. In the event of a conflict between the provisions in these General Terms and Conditions of Sale and Execution and the provisions of the Agreement, the provisions of the Agreement will prevail.
6. A Client who has once been contracted under the present General Terms and Conditions of Sale and Execution agrees to the applicability of these General Terms and Conditions of Sale and Execution regarding subsequent Agreements with Sagro.

Article 3 Offers

1. All offers, also referred to as "quotations" from the Contractor are without obligation. If an offer made by the Contractor is accepted by the Client, the Contractor will be entitled to revoke this offer within ten working days of becoming aware of its acceptance.
2. Descriptions specified in the Quotation or Offer (such as specifications, specified details, illustrations, drawings, dimensions, weights and data regarding colour, etc.) are as accurately and concretely described as possible, but can only be regarded as an indication, from which the Client cannot derive any rights and which are therefore not binding on the Contractor.
3. If the Client has not yet accepted the Offer, but has created a legitimate expectation that he will accept the Offer, but ultimately fails to do so, the Client will be entitled to pay all costs and expenses incurred by the Contractor which he had to make in order to be able to provide the Offer to the Client.
4. Oral agreements shall only be binding on the Contractor if they have been confirmed in writing by both Parties.
5. The Offer does not include the removal of asbestos or materials or items containing asbestos, unless explicitly stated in the Agreement.
6. Unless expressly stipulated otherwise, all Quotations are based on the principle that:
 - a. the Contractor becomes the owner of all released (demolition) materials, with the exception of asbestos, items containing asbestos, radioactive material or other polluting and hazardous substances and items;
 - b. the (demolition) material and (demolition) waste is not contaminated, in the sense that there is no special and unforeseeable contamination.
7. Furthermore, all Quotations and Offers are based on the assumption that the (demolition) work can and will be carried out during the Contractor's normal working hours and under normal circumstances and without the obligation that a project (or part of it) or an object (or part of it) must be carried out in phases.

Article 4 Agreement and amendments

1. An Agreement between the Contractor and the Client will initially be concluded after the Client has accepted the Contractor's Quotation or has confirmed the Quotation or has accepted it in some other way in writing. The invoice or the execution of the Agreement will also be regarded as order confirmation for activities for which no Quotation or order confirmation has been sent. The Order is deemed to have been accepted in accordance with these General Terms and Conditions of Sale and Execution.
2. If no Agreement is concluded, the Contractor shall be entitled to reimbursement of out-of-pocket expenses incurred, such as the costs of an asbestos inventory or storage.
3. If, during the performance of the Agreement, it appears that it is necessary to amend or supplement the terms and conditions of the Agreement in order to ensure a proper delivery of the Goods or the Project, the Parties will amend the Agreement in good time and by mutual agreement.
4. If as a result of these amendments or additions financial or quantitative consequences arise and/or alterations in the times and periods lead to changes, the Parties will inform each other about this.

Article 5 Designs

1. The Contractor accepts no responsibility for a design elaborated by or on behalf of the Client or for any advice given by the Client or third parties as a result of that design. The functional suitability of the materials prescribed by the Client is the Client's own responsibility. The functional suitability of the material or a component part of the material is understood to mean that it is suitable for the purpose for which it is intended according to the Client's design.
2. In the case of designs that have not been made by or on behalf of the Contractor, the Contractor shall only assume responsibility for them if their suitability is ensured with regard to the Project or the design, and likewise for the soundness of the materials used insofar as these materials have not been prescribed by the Client.
3. The Client is authorised to let third parties examine materials for processing which he himself has not arranged, subject to payment of the associated costs. After processing of the materials or parts, the Client cannot claim that the materials used were functionally unsuitable or that there were other defects in the materials that the Client could reasonably have discovered during an investigation.
4. The Contractor is not obliged to accept any transfer of responsibility for a design made by the Client or on his behalf during the assignment. The Contractor must be given sufficient time to make a decision about this transfer. The Contractor must have the opportunity to study and verify the entire design and the Client must provide the Contractor with all necessary information and cooperation to this end.

Article 6 Delivery time/period of execution

1. All delivery or installation times and/or deadlines for the execution of the Project are target times or target deadlines, which are approximate and are not binding on the Contractor and commence when agreement has been reached on all technical details and after all information which is necessary for the execution of the Agreement is in the possession of the Contractor and, if applicable, the Contractor has received the agreed (part) payment.
2. The Client undertakes to ensure that delivery/installation and/or work activities can be carried out on time and at the locations specified by the Client.
3. Unless explicitly agreed otherwise, the Contractor is entitled to execute/deliver/install in parts or to execute the Agreement in parts. These parts may be invoiced separately by the Contractor.
4. If, after the expiry of the delivery period, the Client has not taken delivery of the Goods, or if the Client has refused to take delivery of the Goods or if they cannot be used for the Project, the Goods will be at the Client's disposal and will be stored by the Contractor at the Client's expense and risk.
5. The delivery period is based on the working conditions applicable at the time of the conclusion of the Agreement. If a delay occurs as a result of a change in these circumstances, due to an event that is beyond the Contractor's control and which cannot be attributed to the Contractor, the delivery period will be extended in such a way as is considered reasonable taking all circumstances into account and the Contractor shall not owe any compensation and/or the contractual penalty (included in the Agreement) for exceeding the delivery period. The Contractor will also have the right, in the event that due to circumstances beyond the Contractor's control, the Goods cannot be transported or delivered to the destination (on time), to store the Goods or have them stored at the expense and risk of the Client and to demand payment if delivery has taken place.
6. In the event that transportation is effected by a third party, the Client will indemnify the Contractor against any claims the carrier may have against the Contractor arising from and/or in connection with the Agreement between the Contractor and the Client.
7. In the event that the Client does not protest in writing to the Contractor immediately, or at the latest within 5 (five) days, after he has discovered or reasonably could have discovered a defect, the right to any claim will lapse.
8. From the moment of delivery, the Goods will be entirely at the Client's risk.
9. If the term within which the Project is carried out is exceeded, the Contractor will not owe the Client any compensation or discount to be off set for exceeding the contractual duration of performance, unless otherwise agreed by the Parties in the agreement.
10. If the commencement or progress of the Project is delayed due to factors for which the Client is responsible, the Client must compensate the Contractor for any resulting damages and costs.

Article 7 Payment

1. The prices quoted by the Contractor are exclusive of VAT, insurance, import duties, levies, duties and other taxes.
2. The Contractor reserves the right to change the agreed prices if, during the performance of the Agreement, changes in one or more cost price factors give cause to do so, including an increase in the cost price of raw materials, manufacturing, transport, changes in exchange rates, dumping and

processing rates, etc., at the discretion of the Contractor.

3. Unless expressly agreed otherwise in writing, payment of the agreed price will take place upon the sale and execution of Goods and/or the Project within 30 (thirty) days of the invoice date, unless a different term is arranged in the Agreement.
4. In the event that the Contractor has good reason to fear that the Client will not fulfil his obligations, the Contractor will be entitled to demand sufficient security, in his opinion, for the fulfilment of the Client's payment obligations before carrying out work or continuing to carry out work. The Contractor shall be entitled to suspend the fulfilment of its obligations or to have the Client provide security.
5. Payment must be made into a bank or giro account designated by the Contractor. Offsetting by the Client, for whatever reason and/or for whatever claim, is not permitted. Complaints about invoices must be submitted to the Contractor in writing within five working days of receipt of the invoice. Subsequent complaints are inadmissible and therefore no rights can be derived from them.
6. Insofar as relevant to the Project, the Contractor will, if requested, provide (copies of) asbestos release reports, substance statements and/or accompanying forms, if the Client has fulfilled its payment obligations under the Agreement in full.
7. The Contractor is entitled to offsetting.

Article 8 Warranty and complaints

1. Warranty is given, subject to the restriction that the Contractor is only obliged to supply new parts free of charge for a period of six months after completion/delivery of defective material and/or Goods. Contrary to the provisions of the previous sentence, the manufacturer's warranty provisions shall apply if they are issued by the factory. In that case, the Contractor will become the owner of the parts to be replaced. Disassembly or assembly of these parts will be at the Client's expense.
2. In the event of faulty delivery or processing, the Contractor is entitled, in exchange for the return of the faulty Goods, to fully credit the Client or to repair the faulty Goods, or to revitalise or reprocess the Goods. New material to be processed will be made available by the Client at the Client's expense.
3. The Client must at all times give the Contractor the opportunity to repair any defect before the Client can assert any further rights in this respect.
4. Defects arising from normal wear and tear, inexpert treatment, injudicious or incorrect maintenance or which occur following changes or repairs made by the Client or on behalf of the Client by third parties are excluded from the guarantee.
5. The guarantee only applies if the Client has fulfilled all of his obligations towards the Contractor (both financially and otherwise).
6. If visible defects or deficiencies are found, the purchaser must report these to the Contractor in writing within five working days of delivery.
7. The purchaser must report any non-visible defects to the Contractor in writing within ten working days of discovery, but no later than twelve months after delivery, in which case the purchaser/Client is exclusively entitled to the rights.
8. The warranty claims will lapse if:
 - a. the Goods delivered and/or the Project have been subjected to different and/or stricter requirements than were known when the Agreement was concluded;
 - b. repairs or other work on the Goods and/or the Project are carried out by the Client and/or third parties during the execution of work or warranty period without the Contractor's prior written permission;
 - c. the Goods delivered and/or the Project have not been used, maintained or carried out in the manner intended for that purpose;
 - d. the Client has not fulfilled his obligation(s) under the Agreement vis-à-vis the Contractor;
 - e. damage occurs to the Goods and/or the Project as a result of a circumstance not attributable to the Contractor or in a situation of force majeure.

Article 9 Dissolution

1. Without prejudice to the provisions in the other Articles of these General Terms and Conditions of Sale and Execution, the Contractor shall be entitled to dissolve the Agreement, in whole or in part, with immediate effect, without notice of default and/or judicial intervention, if:
 - a. a bankruptcy petition is filed against the Client, the Client himself applies for bankruptcy, is placed in a state of bankruptcy, has applied for a moratorium, is granted a moratorium, proceeds to liquidate (part of) his company, offers his creditors an arrangement or appears to be insolvent in some other way;
 - b. the Client invokes force majeure in the event of a breach of performance;
 - c. the Agreement between the Client and the Contractor is terminated or suspended;
 - d. control in the Client's company is transferred from the Client to another party, unless the Client makes a plausible case that the execution of the

Agreement will not be hindered or become disadvantageous as a result thereof;

- e. assets of the Client are seized in respect of substantial debts of the Client and this seizure is maintained for at least one month;
 - f. circumstances arise of such a nature that fulfilment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered continuation of the Agreement cannot be expected.
2. If damage to the Project occurs during the suspension or after dissolution of the Agreement, it will not be for the Contractor's account.
 3. Any damage suffered by the Contractor as a result of the suspension or dissolution must be compensated.
 4. If suspension or dissolution as described in this Article occurs, the Client will not be entitled to any (damages) compensation.
 5. The Client is not entitled to dissolve the Agreement in whole or in part or to suspend his obligations if he was already in breach of his obligations.
 6. In the cases referred to in paragraph 1, all amounts still owed by the Client are immediately and fully due and payable and all arrangements made regarding payment, if any, lapse.

Article 10 Force majeure

1. If after the conclusion of the Agreement circumstances arise or become known that Parties did not know or could not have known when the Agreement was concluded, as a result of which Parties are unable to fulfil their obligations to each other in time, neither Party will be in default and Parties will be entitled to suspend the obligations under the Agreement.
2. The aforementioned circumstances also include war (or threat thereof), riot, strikes, (natural) disasters, accidents, government measures, delays in delivery/failure to deliver from suppliers (including waste processors and suppliers of fuel, energy and water, etc.), transport difficulties, fire and disruptions in the Client's business and/or its client and/or its suppliers, withdrawal of permits from the Client and/or its client and/or its suppliers.
3. If, as a result of the aforementioned circumstances, fulfilment by the Parties is permanently impossible, they have the right to change the Agreement in such a way that the execution thereof by the Parties remains possible, unless this cannot reasonably be expected of the Client in the given circumstances and termination is justified. In the latter case, the Agreement concluded between the Parties will be dissolved without the Contractor being able to assert any right to compensation.

Article 11 Retention of title

1. The Contractor will retain ownership of all Goods delivered to the Client for as long as the Client has not fully met its payment obligations towards the Contractor under any Agreement, including claims relating to failure to fulfil such an Agreement.
2. As long as the Client is not yet the owner of the Goods, the Client will not be entitled to dispose of, encumber or otherwise dispose of the Goods in any way other than in the context of normal business operations without the Contractor's prior written permission.
3. The Client is obliged to adequately insure any Goods delivered to him which have not yet been paid for in full and which are therefore subject to retention of title against the usual risks, and to prove the existence of such insurance at the Contractor's first request.
4. At the Contractor's first request, the Client undertakes to establish a first (undisclosed) pledge on all of the Client's existing and future stocks, inventory items and accounts receivable, as security for the Client's obligations towards the Contractor under the Agreement concluded with the Contractor.
5. This retention of title is also stipulated, including damage to Goods in the event of any loss of resale and all costs incurred by the Contractor as a result of the non-performance of the Agreement.

Article 12 Right of retention

1. The Contractor shall be entitled to exercise a right of retention and, in this context, to suspend the (further) execution of the Project and/or to deny the other Party access to the Project during the period during which this is the case if:
 - a. the Client has not paid the costs of the work done under the Project or has not paid them in full;
 - b. the Client has not paid or has not paid in full the costs of work previously carried out by the Contractor within the Project;
 - c. the Client has not paid or has not paid in full any other due and payable claims arising from his contractual relationship with the Contractor.
2. The Contractor will not be liable for any loss or damage, of whatever nature, arising from the right of retention exercised by the Contractor.

Article 13 Liability

1. The Contractor is not liable for any direct or indirect damage, by whatever

designation, caused by or during the delivery of Goods and/or execution of the Project pursuant to the Agreement concluded with the Client. This includes consequential damage, loss of profit, lost savings and damage due to business stagnation.

2. Should the Contractor be held liable by third parties for damage for which the Contractor is not liable pursuant to these General Terms and Conditions of Sale and Execution or otherwise, the Client is obliged to indemnify the Contractor against such damage and liability and to compensate the Contractor for all costs, damage and interest which the Contractor may incur as a result.
3. The Contractor will not accept any liability whatsoever if, contrary to the advice given by him, the Client demands that certain activities must nevertheless be carried out and/or Goods must be delivered.
4. Any liability of the Contractor for defects relating to the delivered Goods and/or the Project will be limited to 10% of the agreed price (for the delivered Goods).
5. After delivery, the Contractor will no longer be liable for any shortcomings in the Project, except in the event that the Project or any part thereof is the result of negligence on the part of the Contractor, his supplier, his subcontractor or his sub-subcontractor or his personnel that could not reasonably have been detected by the Client at an earlier stage, and the Contractor has been notified of that defect within a reasonable period of time after detection.

Article 14 Intellectual property

1. Unless expressly agreed otherwise, the Contractor will retain all copyrights and other intellectual or industrial property rights or similar rights to all documentation, reports, advice, images, drawings, models, software, equipment and other rights and items provided to the Client.
2. The Client is expressly prohibited from alienating, encumbering, copying, reproducing, revealing or otherwise using the rights and items referred to in paragraph 1 or making them available to third parties (or having them exploited) or making them available to third parties in any way whatsoever without the Contractor's express prior written permission.
3. If the Client discovers that third parties are infringing the Contractor's rights and items referred to in paragraph 1, the Client is obliged to notify the Contractor immediately. The Client will not take any action itself, either in or out of court, against such infringement without the prior written consent of the Contractor and will also strictly adhere to all instructions to be given by the Contractor.
4. The Client indemnifies the Contractor against all claims arising from the infringement of any intellectual or industrial property right or any similar right of third parties in respect of documents and items made available to the Contractor by the Client in the context of the performance of the Project, including in any case documentation, drawings, models, samples, software and equipment.
5. In the event that the order for the execution of the Project is not given to the Contractor and/or the Agreement concluded with the Client is terminated prematurely, the Client must return all documents (including designs, illustrations and drawings) provided by the Contractor to the Contractor, carriage paid, within fourteen days.

Article 15 Unilateral amendment clause

1. The Client is entitled to amend or supplement these General Terms and Conditions of Sale and Execution. Changes of minor importance may be made at any time. Major substantive changes will be discussed with the Contractor (in advance).

Article 16 Non-employment clause

1. Without prior written permission from the Contractor, the Client is prohibited, either directly or indirectly, from commissioning or arranging for employment or offering employment contracts to third parties, either during the term of the Agreement or during a period of 24 months after termination thereof, or to employ parties, directly or indirectly, to mediate, or to otherwise conclude, in any way whatsoever, employment agreements with regard to the performance of work with persons who, during the term of the Agreement with the Contractor or affiliated company(s) are, or have been, on the Contractor's payroll or that of affiliated company(s) or to allow these persons, in whatever way, to cause the termination of the employment or the Agreement with the Contractor.
2. The Client guarantees that he will also impose the obligations arising from this provision on the person(s) made available by him.
3. In the event that the Client fails to comply with the provisions of this Article, the Contractor will, without any notice of default being required, for each breach, forfeit a penalty equal to the remaining salary for the term of the contract of the relevant employee with a maximum amount of two years salary as well as a penalty equal to € 1.000,00 (one thousand Euros) for each day, despite injunctions, the Client fails to fulfil its aforementioned

obligations. This is without prejudice to the Contractor's right to claim full compensation in addition. The Contractor will be entitled to set off the penalty against the compensation to be paid to the Client.

Article 17 Confidentiality

1. Parties will not provide any information to third parties about the content of the Agreement prior to and during the performance of the Agreement or after termination of the Agreement without the prior written consent of the other Party.
2. The provisions of the previous paragraph also apply to personnel and/or third parties engaged by one of the Parties. They are also obliged to maintain strict confidentiality with regard to all information concerning the Agreement that they may obtain in connection with the Agreement or its implementation.
3. The Parties will, if deemed reasonable, oblige staff members and/or third parties involved in the implementation of the Agreement in writing to conform to the same confidentiality.

Article 18 Penalty clause

1. In the event that the Client and/or any person(s) made available by the Client fail to comply with the obligations by virtue of the injunctions and prohibitions contained in these General Terms and Conditions of Sale and Execution, the Client will forfeit to the Contractor, without any notice of default being required, a penalty amounting to € 1.000,00 (one thousand Euros) and a penalty equal to € 500.00 (five hundred Euros) for each day that the Client fails to comply or breaches the said obligations or prohibitions despite a demand to do so.

Article 19 Privacy

1. If the Parties process Personal Data during the execution of the Agreement, the Parties will process the Personal Data in a proper and careful manner and will comply with the legal requirements that follow from the General Data Protection Regulation.
2. The Parties will inform each other within four working days of any request and/or complaint from the Personal Data Authority or the person whose Personal Data is processed with respect to the Personal Data processed in the performance of the Agreement.
3. The Parties will co-operate with each other if personnel submit a request to exercise their rights such as, but not limited to, the right to inspect, correct, remove and object to the processing of the Personal Data and a request for the transferability of their own Personal Data.
4. The Parties shall inform each other within 4 (four) working days of any court order, summons, legal obligation or other obligation to share Personal Data with third parties.
5. The Parties shall inform each other about the discovery of a possible Data breach within 24 hours after its discovery and keep each other informed of developments regarding any breach of Data.
6. The Parties shall provide each other with the following information in the event of a Data breach:
 - a. a detailed description of the Data breach;
 - b. the type of Personal Data involved in the Data breach;
 - c. how many persons are affected by the Personal Data breach;
 - d. the identity of the persons involved in the Data breach;
 - e. the measures taken to limit the negative consequences for the persons affected and to remedy the Data breach;
 - f. the cause of the Data breach;
 - g. the duration of the Data breach and the moment at which it occurred.
7. Any costs incurred in resolving the Data breach shall be borne by the party who incurs the costs, unless the Data breach was caused by the non-performance of the Agreement by one of the Parties, in which case the costs shall be borne by the Party causing the damage.
8. When the Agreement between the Parties ends, the Parties will return the Personal Data that they have processed in the performance of the Agreement to the other Party and/or destroy it.

Article 20 Code of Conduct

1. The Sagro Code of Conduct ("Code of Conduct") forms part of these General Terms and Conditions of Sale and Execution. This Code of Conduct can be found at www.sagro.nl. This Code of Conduct contains principles that the Client, his employees, as well as the subcontractors, workers and suppliers engaged by him, must observe in the performance of the Agreement.

Article 21 Applicable law

1. All Agreements between the Contractor and the Client as well as all disputes between the Contractor and the Client arising from the implementation thereof shall be governed exclusively by Dutch law.
2. All disputes between the Contractor and the Client arising from the Contracts concluded by the Contractor with the Client or the performance thereof shall

be submitted exclusively to the competent court of the district of Zeeland-West-Brabant in Middelburg to the extent not precluded by statutory provisions.

B: Special provisions: Project

Article 22 Insurances and certificates

1. The Client and the Contractor must take out insurance in accordance with the Agreement.
2. If the Agreement does not provide for any insurance, the Contractor may assume that he is included in the Client's insurance policy.
3. If the Contractor is included in the Client's Construction All Risk (CAR) insurance policy, auxiliary materials which are the property of the Contractor will also be insured, unless agreed otherwise in writing.
4. The Client will ensure that all permits, exemptions and other (similar or otherwise) decisions necessary for the proper performance of the Agreement have been obtained in good time.

Article 23 Prices and price changes & variations in hours worked

1. Unless expressly agreed otherwise, the Agreement specifies the circumstances that lead to a price adjustment, as well as the manner in which the adjustment will take place.
2. Price increases up to the time of delivery may be passed on to the Client in accordance with the risk regulations applicable to the branch of industry concerned, unless expressly agreed otherwise.
3. Unless expressly agreed otherwise in writing, the agreed price does not include the following:
 - a. the costs of earthwork, pile-driving, demolition, foundation work, bricklaying, carpentry, plastering, wallpapering, painting, repairs or other construction work, of whatever nature, nor the costs of connecting sewerage, gas, water or electricity to the main network or other utility company;
 - b. the costs of any additional assistance with the transport of those parts or sub-assemblies that cannot be handled by the Contractor himself, as well as any hoisting or other lifting equipment to be used for this purpose;
 - c. the costs of taking measures to prevent damage to materials present during the Project;
 - d. the costs of treating, processing, removing and/or disposing of (contaminated) waste materials in both solid and liquid form;
 - e. in the event of export, all related costs are at all times at the expense of the Client, unless expressly agreed otherwise. The Client must also take care of all cross-border formalities;
 - f. the costs of permits and exemptions.
4. All changes to the Agreement, whether as a result of a special assignment from the Client or as a result of a change in the design or as a result of the information provided to the Contractor not being in line with the provisions of the Agreement or as a result of deviation from estimated quantities, should be regarded as additional work, and in so far as fewer costs are incurred as a result, as less work.
5. Additional work will be calculated on the basis of the price-determining factors applicable at the time the additional work is carried out. Contract deductions will be settled on the basis of the price-determining factors applicable at the time of the conclusion of the Contract.
6. If, as a result of a cause which is not for the account of the Contractor, work has to be performed by the Contractor outside the normal eight-hour working day, the Contractor will be entitled to charge an additional surcharge. This surcharge will be calculated in accordance with the applicable collective agreement (CAO). Transportation costs will at all times be charged to the Client in accordance with the normal rates applicable within the company of the Contractor.
7. If the parties decide to change the originally agreed assignment in the interim, consultation will take place - in addition to settlement of additional work - about a possible adjustment of the time schedule, if such had already been agreed.

Article 24 Client's obligations

1. The Client shall do his utmost to provide all relevant information regarding the demolition in advance, in order to determine the best approach for the demolition and a realistic price for the execution of the demolition work.
2. The Client will ensure that the location of the Project is easily accessible and that the Contractor has free access to the location at the start of and during the execution of the Project. If, in the Contractor's opinion, additional facilities are required for ease of access to the location of the Project or the work site, these will be for the Client's account.
3. The Client must ensure that the Contractor can unload, set up and use his materials and tools at or within a distance of 100 metres from the location of the Project.

4. The Client is liable for any damage to finished work caused by himself, persons for whom he is liable and/or third parties.
 5. The Client must ensure that he, his personnel, persons for whom he is responsible and/or third parties are not the cause of any hindrance to the Contractor during the execution of the Project.
 6. In the event that the Client no longer complies (in time) with one or more of the obligations described in the Agreement or the General Terms and Conditions of Sale and Execution, the Contractor will be entitled to an extension of the execution time and/or compensation from the Client.
 7. Unless otherwise agreed in writing, the Client will ensure the timely disconnection or removal of all connections in use to public utilities and any other pipelines and/or cables and other obstacles running through, over or under the demolition site and will provide the necessary statements to this end which clearly show at which location the connections have been disconnected or removed.
 8. If it has not been specified where the materials, which remain the property of the Client by virtue of an explicit written agreement, must be kept, this shall be the place of work where these materials are deposited.
 9. The Client undertakes to provide information regarding the subsurface (soil condition and environmental quality) in good time for the purposes of the Contractor's assessment in order to be able to work in the subsurface. Prior to commencement of the Project, the Client must ensure the object or site to be used by Contractor is broom-clean and stripped of any loose items, including loose inventory items and floor covering.
3. Unless agreed otherwise, the weight of the quantity of recycling granulate delivered shall be determined by means of a weighing device to be designated by the Contractor and provided with a valid calibration certificate. The quantity determined in the above manner shall be binding.
 4. Each consignment of recycling granulate shall be accompanied by a numbered (digital) weighing slip with a reference to the quality declaration.
 5. A (digital) weighing slip, (digital) consignment note, (digital) delivery note or similar (digital) document issued by the Contractor to the Client upon delivery shall be deemed to accurately reflect the quantity of the recycling granulate delivered, unless the Client notifies the Contractor immediately (and at the latest within 3 (three) calendar days of delivery) of any objection to this.
 6. The Contractor can only be held responsible for the condition of the recycling granulate (including its physical or environmental hygienic quality) up to the moment of actual delivery, by which is meant:
 - a. in the event that the Client collects recycling granulate from the Contractor's premises, the actual delivery will take place by weighing;
 - b. if recycling granulate is delivered by the Contractor at the Client's location, actual delivery will take place by unloading the recycling granulate load at the Client's premises.
 7. Ownership of, and all risks relating to the condition, loss, depreciation, theft, etc. of the recycling granulate will pass from the Contractor to the Client at the time of actual delivery.
 8. After the actual delivery, the Client can no longer invoke the fact that the delivered batch of recycling granulate does not comply with the Agreement and/or contains any defects, unless the Client informs the Contractor of this immediately (and at the latest within 3 (three) calendar days) after the actual delivery. Disputes concerning the physical or environmental quality of the recycling granulate prior to actual delivery shall only be assessed on the basis of the inspection procedures in the National Assessment Directive BRL 2506 (including any amendments and/or additions thereto).

Article 25 Contractor's obligations

1. The Contractor will carry out the Project properly and as agreed, following the Client's instructions, if reasonable.
2. The Contractor will make every effort to carry out the Project properly and within the agreed period of time.
3. The Contractor may only commence his work if he has received the information necessary for its execution, such as permits, approvals, etc., from the Client.
4. If the removal of asbestos is not part of the Agreement, but asbestos is still present, the Contractor will only commence his work after it has been conclusively shown that the removal of the asbestos has been completely and correctly carried out. In such a case, the Client will not be entitled to compensation for any delay on the part of the Contractor.

Article 26 Building materials

1. All building materials to be used must be of good quality, suitable for their purpose and meet the predetermined requirements.
2. The Contractor will give the Client the opportunity to inspect the building materials.
3. The inspection must take place upon delivery of the materials at the Project location (possibly agreed samples) or at the first opportunity thereafter, provided that in the latter case the progress of the Project is not endangered. The Contractor is entitled to be present at the inspection or to be represented.
4. The Client is authorised to have building materials inspected by third parties. The costs involved will be borne by the Client. Building materials made available by the Client will be deemed to have been approved and will bear a recognised quality declaration.
5. In the event of rejection of building materials, both the Client and the Contractor may demand that a sample, drawn in mutual consultation and certified by both Parties and sealed by them, be retained.
6. The building materials originating from the Project, which the Client has declared that he wishes to retain, must be removed from the location of the Project by the Client.
7. The Client shall bear the risk of loss and/or damage to the supplied building materials from the moment they are brought to the Project during the time that they remain there under the Client's supervision outside normal working hours.
8. The Contractor will not be responsible for the quality of building materials originating from the Project, insofar as any deterioration cannot be attributed to the Contractor.

Article 27 Recycling granulate

1. Without prejudice to the other provisions in these General Terms and Conditions, the following specifically applies to the delivery of recycling granulate. Where the provisions in this Article deviate from the other provisions in these General Terms and Conditions, the provisions in this Article take precedence in the case of the delivery of recycling granulate.
2. If the Agreement between the Client and the Contractor provides for the supply of recycling granulate by the Contractor to the Client, the recycling granulate will, unless agreed otherwise, be supplied with a valid quality declaration for the Product Attestation Certificate in accordance with the National Assessment Directive BRL 2506 applicable at the time of delivery (including any changes and/or additions to this Directive).

Article 28 Asbestos

1. If the removal of asbestos or materials or objects containing asbestos is included in the tender, the provisions of this Chapter shall apply. Where the removal of asbestos or materials or objects containing asbestos is not included in the tender, the provisions of this Chapter do not apply.
2. Prior to the execution of the Project, the Client will provide the Contractor with a complete asbestos inventory in accordance with the Working Conditions Decree.
3. If, during the execution of the Project, it appears that an additional asbestos inventory is required and/or other examinations (e.g. NEN2991/NEN5707) are necessary, the costs thereof will be at the expense of the Client.
4. If, during the execution of the Project, the actual situation deviates from the report of the asbestos inventory made available by the Client (more asbestos present, new sources, unforeseen asbestos), the additional costs resulting from this will be fully at the expense of the Client. The Contractor will under no circumstances be liable for any direct, indirect, consequential, operational or resultant damage (including contamination) or damage due to delay arising as a result of this.
5. In so far as the asbestos inventory report has been drawn up on behalf of the Contractor on the Client's instructions and the actual situation differs from this during the performance of the Project (more asbestos present, new sources, unforeseen asbestos), the provisions of paragraph 4 of these Terms and Conditions will apply mutatis mutandis, on the understanding that the costs of the additional asbestos inventory will be borne by the Contractor.
6. If non-inventoried sources of asbestos are found, these must be additionally inventoried on the instructions of the Client. The Project will not be resumed until the asbestos inventory report is available, the required work preparation has been carried out and there is agreement with the Client on the terms of execution.
7. The Contractor is not liable for damage suffered by the Client and/or third parties for whatever reason and which is in any way connected with an asbestos inventory carried out by or on behalf of the Contractor. The Client indemnifies the Contractor against any claims from third parties in this respect.
8. If the Quotation includes the removal of asbestos or materials or items containing asbestos and this is explicitly stated in the Agreement, the assignment shall also include the final assessment after removal of the asbestos as referred to in the asbestos regulations, in accordance with NEN2990 (Air - Final inspection after asbestos removal). The costs of this shall be borne by the Contractor. If the Client wishes to be involved in the selection of the accredited laboratory, this must be notified to the Contractor in writing prior to commencement of the Project.
9. The final assessment is proof that the asbestos removal has been carried out in accordance with the assignment and thus the Contractor will be indemnified by the Client against any sources of asbestos and asbestos contaminants found after completion of the Project.

10. The Client will ensure that users and/or occupants are informed about the planned work.
11. Waiting hours and stagnation costs as a result of non-fulfilment of agreements by, and obligations of, the Client shall be at the expense of the Client.
12. In order to carry out the cleaning-up operations, the space in question must be (made) broom-clean and completely cleared by the Client. The premises/object to be cleaned up must be free of loose dirt, inventory items/furniture and be easily accessible for the work to be carried out.
13. The Client shall ensure that there is no vegetation nor inventory items within a 5 (five) metre radius of the object/construction from which the asbestos is to be removed.
14. Non-removable material such as stalls or waste grids must be covered by the Client with plastic foil/tarpaulin.
15. If, behind the sources to be cleaned, there are materials that cannot be cleaned (such as insulation materials), the removal of these materials is not included in the assignment.
16. Any additional costs due to the inability in the final assessment to clear certain remaining (sub)parts of the structure/object (such as purlins/beams) shall be for the account of the Client.
17. When building a containment, a strong adhesive tape (duct tape) will be used. This can cause damage to wallpaper, paintwork and stucco. The Client indemnifies the Contractor against any damage resulting from this.
18. Wind and waterproofing of the object/construction is not included. The Client indemnifies the Contractor against any damage resulting from the failure to make the premises wind and watertight after the asbestos removal or demolition work has been completed or completed on time.

Article 29 Suspension

1. The Client is authorised to suspend the execution of the Project in whole or in part.

2. Provisions to be made by the Contractor as a result of a suspension will be settled as additional work. Any damage suffered by the Contractor as a result of a suspension will be reimbursed by the Client. If damage to the Project occurs during a suspension, it will be for the Client's account.
3. If a suspension lasts longer than fourteen days, the Contractor will be entitled to proportional payment for the part of the Project that has been carried out. In doing so, account will be taken of all building materials supplied for the execution of the Project.
4. If the suspension lasts longer than one month, the Contractor will be entitled to terminate the Project in an unfinished state.

Article 30 Completion

1. After the Contractor has completed his work, the Client will record and approve the Project within a reasonable period of time.
2. Minor defects that can be rectified within a period of 6 (six) months after approval of the Project will not constitute grounds for withholding approval, provided that they do not prevent the Project from being executed. The Contractor is obliged to repair the defects referred to in this paragraph as soon as possible.
3. In the event of a reinstatement, defects other than those notified to the Contractor in accordance with the previous paragraph may only be grounds for a renewed withholding of approval if they have only become apparent after a previous reinstatement.
4. The Project will be deemed to have been executed if it has been or is deemed to have been approved in accordance with the provisions of the previous paragraphs. The day on which the Project has been or is deemed to have been approved shall count as the day on which the Project is deemed to have been completed.
5. Within a reasonable period of time after delivery, the Contractor will submit the final invoice to the Client.

